

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

Douglas Galanter,
V.

Los Angeles Auto Wholesalers & Recovery Services, Inc.

Case No. 2:23-cv-09466-ODW-
SSC

STIPULATED PROTECTIVE ORDER¹

1. INTRODUCTION

1.1 Purposes and Limitations. Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles.

1.2 Good Cause Statement.

¹ This Stipulated Protective Order is substantially based on the model protective order provided under Magistrate Judge Stephanie S. Christensen's Procedures as of 24 July 2023.

1 This action is likely to involve customer and pricing lists and other
2 valuable research, development, commercial, financial, technical and/or
3 proprietary information for which special protection from public
4 disclosure and from use for any purpose other than prosecution of this
5 action is warranted. Such confidential and proprietary materials and
6 information consist of, among other things, confidential business or
7 financial information, information regarding confidential business
8 practices, or other confidential research, development, or commercial
9 information (including information implicating privacy rights of third
10 parties), information otherwise generally unavailable to the public, or
11 which may be privileged or otherwise protected from disclosure under
12 state or federal statutes, court rules, case decisions, or common law.
13 Accordingly, to expedite the flow of information, to facilitate the prompt
14 resolution of disputes over confidentiality of discovery materials, to
15 adequately protect information the parties are entitled to keep
16 confidential, to ensure that the parties are permitted reasonable
17 necessary uses of such material in preparation for and in the conduct of
18 trial, to address their handling at the end of the litigation, and serve the
19 ends of justice, a protective order for such information is justified in this
20 matter. It is the intent of the parties that information will not be
21 designated as confidential for tactical reasons and that nothing be so
22 designated without a good faith belief that it has been maintained in a
23 confidential, non-public manner, and there is good cause why it should
24 not be part of the public record of this case.

25 1.3 Acknowledgment of Procedure for Filing Under Seal. The
26 parties further acknowledge, as set forth in Section 12.3, below, that this
27 Stipulated Protective Order does not entitle them to file confidential
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1 information under seal; Local Rule 79-5 sets forth the procedures that
2 must be followed and the standards that will be applied when a party
3 seeks permission from the court to file material under seal.

4 There is a strong presumption that the public has a right of access
5 to judicial proceedings and records in civil cases. In connection with
6 non-dispositive motions, good cause must be shown to support a filing
7 under seal. *See Kamakana v. City and Cnty. of Honolulu*, 447 F.3d
8 1172, 1176 (9th Cir. 2006), *Phillips ex rel. Ests. of Byrd v. Gen. Motors*
9 *Corp.*, 307 F.3d 1206, 1210–11 (9th Cir. 2002), *Makar-Welbon v. Sony*
10 *Elecs., Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated
11 protective orders require good cause showing), and a specific showing of
12 good cause or compelling reasons with proper evidentiary support and
13 legal justification, must be made with respect to Protected Material that
14 a party seeks to file under seal. The parties' mere designation of
15 Disclosure or Discovery Material as CONFIDENTIAL does not—
16 without the submission of competent evidence by declaration,
17 establishing that the material sought to be filed under seal qualifies as
18 confidential, privileged, or otherwise protectable—constitute good cause.

19 Further, if a party requests sealing related to a dispositive motion
20 or trial, then compelling reasons, not only good cause, for the sealing
21 must be shown, and the relief sought shall be narrowly tailored to serve
22 the specific interest to be protected. *See Pintos v. Pac. Creditors Ass'n*,
23 605 F.3d 665, 677–79 (9th Cir. 2010). For each item or type of
24 information, document, or thing sought to be filed or introduced under
25 seal in connection with a dispositive motion or trial, the party seeking
26 protection must articulate compelling reasons, supported by specific
27 facts and legal justification, for the requested sealing order. Again,

1 competent evidence supporting the application to file documents under
2 seal must be provided by declaration.

3 Any document that is not confidential, privileged, or otherwise
4 protectable in its entirety will not be filed under seal if the confidential
5 portions can be redacted. If documents can be redacted, then a redacted
6 version for public viewing, omitting only the confidential, privileged, or
7 otherwise protectable portions of the document, shall be filed. Any
8 application that seeks to file documents under seal in their entirety
9 should include an explanation of why redaction is not feasible.
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11 **2. DEFINITIONS**

12 2.1 Action: this pending federal lawsuit.

13 2.2 Challenging Party: a Party or Non-Party that challenges the
14 designation of information or items under this Order.

15 2.3 “CONFIDENTIAL” Information or Items: information
16 (regardless of how it is generated, stored or maintained) or tangible
17 things that qualify for protection under Rule 26(c) of the Federal Rules of
18 Civil Procedure, and as specified above in the Good Cause Statement.

20 2.4 Counsel: Outside Counsel of Record and House Counsel (as
21 well as their support staff).

22 2.5 Designating Party: a Party or Non-Party that designates
23 information or items that it produces in disclosures or in responses to
24 discovery as “CONFIDENTIAL.”

25 2.6 Disclosure or Discovery Material: all items or information,
26 regardless of the medium or manner in which it is generated, stored, or
27 maintained (including, among other things, testimony, transcripts, and
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1 tangible things), that are produced or generated in disclosures or
2 responses to discovery in this matter.

3 2.7 Expert: a person with specialized knowledge or experience in
4 a matter pertinent to the litigation who has been retained by a Party or
5 its counsel to serve as an expert witness or as a consultant in this Action.

6 2.8 Final Disposition: the later of (1) dismissal of all claims and
7 defenses in this Action, with or without prejudice; and (2) final judgment
8 herein after the completion and exhaustion of all appeals, rehearings,
9 remands, trials, or reviews of this Action, including the time limits for
10 filing any motions or applications for extension of time pursuant to
11 applicable law.

12 2.9 In-House Counsel: attorneys who are employees of a party to
13 this Action. In-House Counsel does not include Outside Counsel of
14 Record or any other outside counsel.

15 2.10 Non-Party: any natural person, partnership, corporation,
16 association, or other legal entity not named as a Party to this action.

17 2.11 Outside Counsel of Record: attorneys who are not employees
18 of a party to this Action but are retained to represent or advise a party to
19 this Action and have appeared in this Action on behalf of that party or
20 are affiliated with a law firm which has appeared on behalf of that party,
21 and includes support staff.

22 2.12 Party: any party to this Action, including all of its officers,
23 directors, employees, consultants, retained experts, and Outside Counsel
24 of Record (and their support staffs).

25 2.13 Producing Party: a Party or Non-Party that produces
26 Disclosure or Discovery Material in this Action.

27 2.14 Professional Vendors: persons or entities that provide

1 litigation- support services (e.g., photocopying, videotaping, translating,
2 preparing exhibits or demonstrations, and organizing, storing, or
3 retrieving data in any form or medium) and their employees and
4 subcontractors.

5 2.15 Protected Material: any Disclosure or Discovery Material that
6 is designated as “CONFIDENTIAL.”

7 2.16 Receiving Party: a Party that receives Disclosure or Discovery
8 Material from a Producing Party.
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10 3. **SCOPE**

11 The protections conferred by this Stipulation and Order cover not
12 only Protected Material (as defined above), but also (1) any information
13 copied or extracted from Protected Material; (2) all copies, excerpts,
14 summaries, or compilations of Protected Material; and (3) any
15 testimony, conversations, or presentations by Parties or their Counsel
16 that might reveal Protected Material.
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18 Any use of Protected Material at trial shall be governed by the
19 orders of the trial judge. This Stipulated Protective Order does not
20 govern the use of Protected Material at trial.
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22 4. **TRIAL AND DURATION**

23 The terms of this Stipulated Protective Order apply through Final
24 Disposition of the Action.
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26 Once a case proceeds to trial, information that was designated as
27 CONFIDENTIAL or maintained pursuant to this Stipulated Protective
28 Order and used or introduced as an exhibit at trial becomes public and

1 will be presumptively available to all members of the public, including
2 the press, unless compelling reasons supported by specific factual
3 findings to proceed otherwise are made to the trial judge in advance of
4 the trial. *See Kamakana*, 447 F.3d at 1180–81 (distinguishing “good
5 cause” showing for sealing documents produced in discovery from
6 “compelling reasons” standard when merits-related documents are part
7 of court record). Accordingly, for such materials, the terms of this
8 Stipulated Protective Order do not extend beyond the commencement of
9 the trial.

10 Even after Final Disposition of this litigation, the confidentiality
11 obligations imposed by this Stipulated Protective Order shall remain in
12 effect until a Designating Party agrees otherwise in writing or a court
13 order otherwise directs.
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15 **5. DESIGNATING PROTECTED MATERIAL**

16 **5.1 Exercise of Restraint and Care in Designating Material for**
17 **Protection.** Each Party or Non-Party that designates information or
18 items for protection under this Order must take care to limit any such
19 designation to specific material that qualifies under the appropriate
20 standards. The Designating Party must designate for protection only
21 those parts of material, documents, items, or oral or written
22 communications that qualify so that other portions of the material,
23 documents, items, or communications for which protection is not
24 warranted are not swept unjustifiably within the ambit of this Order.

25 Mass, indiscriminate, or routinized designations are prohibited.
26 Designations that are shown to be clearly unjustified or that have been
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1 made for an improper purpose (e.g., to unnecessarily encumber the case
2 development process or to impose unnecessary expenses and burdens on
3 other parties) may expose the Designating Party to sanctions.

4 If it comes to a Designating Party's attention that information or
5 items that it designated for protection do not qualify for protection, that
6 Designating Party must promptly notify all other Parties that it is
7 withdrawing the inapplicable designation.

8 **5.2 Manner and Timing of Designations.** Except as otherwise
9 provided in this Stipulated Protective Order (*see, e.g.*, second paragraph
10 of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure
11 or Discovery Material that qualifies for protection under this Stipulated
12 Protective Order must be clearly so designated before the material is
13 disclosed or produced.

14 Designation in conformity with this Stipulated Protective Order
15 requires:

16 (a) for information in documentary form (e.g., paper or electronic
17 documents, but excluding transcripts of depositions or other pretrial or
18 trial proceedings), that the Producing Party affix at a minimum, the
19 legend "CONFIDENTIAL" to each page that contains protected
20 material. If only a portion or portions of the material on a page
21 qualifies for protection, the Producing Party also must clearly identify
22 the protected portion(s) (e.g., by making appropriate markings in the
23 margins).

24 A Party or Non-Party that makes original documents available for
25 inspection need not designate them for protection until after the
26 inspecting Party has indicated which documents it would like copied
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1 and produced. During the inspection and before the designation, all of
2 the material made available for inspection shall be deemed
3 CONFIDENTIAL. After the inspecting Party has identified the
4 documents it wants copied and produced, the Producing Party must
5 determine which documents, or portions thereof, qualify for protection
6 under this Stipulated Protective Order. Then, before producing the
7 specified documents, the Producing Party must affix the
8 “CONFIDENTIAL” legend to each page that contains Protected
9 Material. If only a portion or portions of the material on a page
10 qualifies for protection, the Producing Party also must clearly identify
11 the protected portion(s) (e.g., by making appropriate markings in the
12 margins).

13 (b) for testimony given in depositions that the Designating Party
14 identify the Disclosure or Discovery Material on the record, before the
15 close of the deposition all protected testimony.

16 (c) for information produced in some form other than
17 documentary and for any other tangible items, that the Producing Party
18 affix in a prominent place on the exterior of the container or containers
19 in which the information is stored the “CONFIDENTIAL” legend. If only
20 a portion or portions of the information warrants protection, the
21 Producing Party, to the extent practicable, shall identify the protected
22 portion(s).

24 5.3 Inadvertent Failures to Designate. If timely corrected, an
25 inadvertent failure to designate qualified information or items does not,
26 standing alone, waive the Designating Party’s right to secure protection
27 under this Order for such material. Upon timely correction of a
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1 designation, the Receiving Party must make reasonable efforts to assure
2 that the material is treated in accordance with the provisions of this
3 Stipulated Protective Order.

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5 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

6 6.1 Timing of Challenges. Any Party or Non-Party may
7 challenge a designation of confidentiality at any time that is consistent
8 with the court's Scheduling Order.

9 6.2 Meet and Confer. The Challenging Party shall initiate the
10 dispute resolution process under Local Rule 37.1 et seq. and with
11 Section 2 of Judge Christensen's Civil Procedures titled "Brief Pre-
12 Discovery Motion Conference."²

13 6.3 The burden of persuasion in any such challenge proceeding
14 shall be on the Designating Party. Frivolous challenges, and those
15 made for an improper purpose (e.g., to harass or impose unnecessary
16 expenses and burdens on other parties) may expose the Challenging
17 Party to sanctions. Unless the Designating Party has waived or
18 withdrawn the confidentiality designation, all parties shall continue to
19 afford the material in question the level of protection to which it is
20 entitled under the Producing Party's designation until the court rules on
21 the challenge.

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24 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

25 7.1 Basic Principles. A Receiving Party may use Protected

27 2 Judge Christensen's Procedures are available at
28 <https://www.cacd.uscourts.gov/honorable-stephanie-s-christensen>.

1 Material that is disclosed or produced by another Party or by a Non-
2 Party in connection with this Action only for prosecuting, defending, or
3 attempting to settle this Action. Such Protected Material may be
4 disclosed only to the categories of persons and under the conditions
5 described in this Order. When the Action reaches a Final Disposition, a
6 Receiving Party must comply with the provisions of section 13 below.

7 Protected Material must be stored and maintained by a Receiving
8 Party at a location and in a secure manner that ensures that access is
9 limited to the persons authorized under this Stipulated Protective
10 Order.

11 7.2 Disclosure of “CONFIDENTIAL” Information or Items.
12 Unless otherwise ordered by the court or permitted in writing by the
13 Designating Party, a Receiving Party may disclose any information or
14 item designated “CONFIDENTIAL” only:

15 (a) to the Receiving Party’s Outside Counsel of Record in this
16 Action, as well as employees of said Outside Counsel of Record to whom
17 it is reasonably necessary to disclose the information for this Action;

18 (b) to the officers, directors, and employees (including House
19 Counsel) of the Receiving Party to whom disclosure is reasonably
20 necessary for this Action;

21 (c) to Experts (as defined in this Order) of the Receiving Party to
22 whom disclosure is reasonably necessary for this Action and who have
23 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

24 (d) to the court and its personnel;

25 (e) to court reporters and their staff;

26 (f) to professional jury or trial consultants, mock jurors, and
27 Professional Vendors to whom disclosure is reasonably necessary for

1 this Action and who have signed the “Acknowledgment and Agreement
2 to Be Bound” (Exhibit A);

3 (g) to the author or recipient of a document containing the
4 information or a custodian or other person who otherwise possessed or
5 knew the information;

6 (h) during their depositions, to witnesses, and attorneys for
7 witnesses, in the Action to whom disclosure is reasonably necessary,
8 provided: (1) the deposing party requests that the witness sign the
9 “Acknowledgment and Agreement to Be Bound” (Exhibit A); and (2) the
10 witness will not be permitted to keep any confidential information
11 unless they sign the “Acknowledgment and Agreement to Be Bound”
12 (Exhibit A), unless otherwise agreed by the Designating Party or
13 ordered by the court. Pages of transcribed deposition testimony or
14 exhibits to depositions that reveal Protected Material may be separately
15 bound by the court reporter and may not be disclosed to anyone except
16 as permitted under this Stipulated Protective Order; and

17 (i) to any mediator or settlement officer, and their supporting
18 personnel, mutually agreed upon by any of the parties engaged in
19 settlement discussions.

21 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
22 **PRODUCED IN OTHER LITIGATION**

24 If a Party is served with a subpoena or a court order issued in
25 other litigation that compels disclosure of any information or items
26 designated in this Action as “CONFIDENTIAL,” that Party must:

27 (a) promptly notify in writing the Designating Party. Such
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1 notification shall include a copy of the subpoena or court order;

2 (b) promptly notify in writing the party who caused the
3 subpoena or order to issue in the other litigation that some or all of the
4 material covered by the subpoena or order is subject to this Protective
5 Order. Such notification shall include a copy of this Stipulated
6 Protective Order; and

7 (c) cooperate with respect to all reasonable procedures sought to
8 be pursued by the Designating Party whose Protected Material may be
9 affected.

10 If the Designating Party timely seeks a protective order, the
11 Party served with the subpoena or court order shall not produce any
12 information designated in this action as “CONFIDENTIAL” before a
13 determination by the court from which the subpoena or order issued,
14 unless the Party has obtained the Designating Party’s permission. The
15 Designating Party shall bear the burden and expense of seeking
16 protection in that court of its confidential material and nothing in these
17 provisions should be construed as authorizing or encouraging a
18 Receiving Party in this Action to disobey a lawful directive from another
19 court.

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22 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
PRODUCED IN THIS LITIGATION

23 9.1 Application. The terms of this Stipulated Protective Order
24 are applicable to information produced by a Non-Party in this Action and
25 designated as “CONFIDENTIAL.” Such information produced by Non-
26 Parties in connection with this litigation is protected by the remedies
27 and relief provided by this Order. Nothing in these provisions should be
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1 construed as prohibiting a Non-Party from seeking additional
2 protections.

3 9.2 Notification. In the event that a Party is required, by a valid
4 discovery request, to produce a Non-Party's confidential information in
5 its possession, and the Party is subject to an agreement with the Non-
6 Party not to produce the Non-Party's confidential information, then the
7 Party shall:

8 (a) promptly notify in writing the Requesting Party and the
9 Non-Party that some or all of the information requested is subject to a
10 confidentiality agreement with a Non-Party;

11 (b) make the information requested available for inspection by
12 the Non-Party, if requested.

13 9.3 Conditions of Production. If the Non-Party fails to seek a
14 protective order from this court within 14 days of receiving the notice
15 and accompanying information, the Receiving Party may produce the
16 Non-Party's confidential information responsive to the discovery request.
17 If the Non-Party timely seeks a protective order, the Receiving Party
18 shall not produce any information in its possession or control that is
19 subject to the confidentiality agreement with the Non-Party before a
20 determination by the court. Absent a court order to the contrary, the
21 Non-Party shall bear the burden and expense of seeking protection in
22 this court of its Protected Material.

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25 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED**
26 **MATERIAL**

27 If a Receiving Party learns that, by inadvertence or otherwise, it
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1 has disclosed Protected Material to any person or in any circumstance
2 not authorized under this Stipulated Protective Order, the Receiving
3 Party must immediately (a) notify in writing the Designating Party of
4 the unauthorized disclosures, (b) use its best efforts to retrieve all
5 unauthorized copies of the Protected Material, (c) inform the person or
6 persons to whom unauthorized disclosures were made of all the terms of
7 this Order, and (d) request such person or persons to execute the
8 “Acknowledgment and Agreement to Be Bound” (Exhibit A).

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10 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**
12 OTHERWISE PROTECTED MATERIAL

13 When a Producing Party gives notice to Receiving Parties that
14 certain inadvertently produced material is subject to a claim of privilege
15 or other protection, the obligations of the Receiving Parties are those set
16 forth in Rule 26(b)(5)(B) of the Federal Rules of Civil Procedure. This
17 provision is not intended to modify whatever procedure may be
18 established in an e-discovery order that provides for production without
19 prior privilege review. Pursuant to Rules 502(d) and (e) of the Federal
20 Rules of Evidence, insofar as the parties reach an agreement on the
21 effect of disclosure of a communication or information covered by the
22 attorney-client privilege or work product protection, the parties may
23 incorporate their agreement in the stipulated protective order
24 submitted to the court.

1 **12. MISCELLANEOUS**

2 12.1 Right to Further Relief. Nothing in this Stipulated
3 Protective Order abridges the right of any person to seek its
4 modification by the court in the future.

5 12.2 Right to Assert Other Objections. By stipulating to the entry
6 of this Stipulated Protective Order no Party waives any right it
7 otherwise would have to object to disclosing or producing any
8 information or item on any ground not addressed in this Stipulated
9 Protective Order. Similarly, no Party waives any right to object on any
10 ground to use in evidence of any of the material covered by this
11 Stipulated Protective Order.

12 12.3 Filing Protected Material. A Party that seeks to file under
13 seal any Protected Material must comply with Local Rule 79-5.
14 Protected Material may only be filed under seal pursuant to a court
15 order authorizing the sealing of the specific Protected Material at issue.
16 If a Party's request to file Protected Material under seal is denied by the
17 court, then the Receiving Party may file the information in the public
18 record unless otherwise instructed by the court.

20
21 **13. FINAL DISPOSITION**

22 After the Final Disposition of this Action, as defined in paragraph
23 4, within 60 days of a written request by the Designating Party, each
24 Receiving Party must return all Protected Material to the Producing
25 Party or destroy such material. As used in this subdivision, "all
26 Protected Material" includes all copies, abstracts, compilations,
27 summaries, and any other format reproducing or capturing any of the

1 Protected Material. Whether the Protected Material is returned or
2 destroyed, the Receiving Party must submit a written certification to
3 the Producing Party (and, if not the same person or entity, to the
4 Designating Party) by the 60 day deadline that (1) identifies (by
5 category, where appropriate) all the Protected Material that was
6 returned or destroyed and (2) affirms that the Receiving Party has not
7 retained any copies, abstracts, compilations, summaries or any other
8 format reproducing or capturing any of the Protected Material.

9 Notwithstanding this provision, Counsel is entitled to retain an archival
10 copy of all pleadings, motion papers, trial, deposition, and hearing
11 transcripts, legal memoranda, correspondence, deposition and trial
12 exhibits, expert reports, attorney work product, and consultant and
13 expert work product, even if such materials contain Protected Material.
14 Any such archival copies that contain or constitute Protected Material
15 remain subject to this Protective Order as set forth in Section 4.

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14. VIOLATION

Any violation of this Stipulated Protective Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: March 19, 2025

/s/

Attorney(s) for Plaintiff(s)
ALEXANDER TRUEBLOOD

DATED: March 19, 2025

Attorney(s) for Defendant
LANCE D. ORLOFF
ALEXIS A. ARTEAGA

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: March 19, 2025



STEPHANIE S. CHRISTENSEN
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of _____ [insert formal name of the case and the number and initials assigned to it by the court]. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ **[print or type full name]** of _____ **[print or type full address and telephone number]** as

1 my California agent for service of process in connection with this action
2 or any proceedings related to enforcement of this Stipulated Protective
3 Order.

4 Date: _____

5 City and State where sworn and

6 signed: _____

7 Printed name: _____

8 Signature: _____

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